First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

# Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Underwriters Insurance Company, Twin City Fire

Insurance Company, Hartford Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Insurance

Company of the Midwest, Property and Casualty Insurance Company of Hartford

Product Name: Identity Recovery 2007 SERFF Tr Num: HART-125322176 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: AR-PC-07-026466

Non-Liability

Sub-TOI: 05.0003 Commercial Package Co Tr Num: FN.07.883.2007.26 State Status:

Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Effective Date (New): 12/01/2007

Disposition Date: 10/18/2007

Authors: Joyce Driscoll, Claire

Dubord, Marilu Gonzalez,

Stephanie Wieczorek, Cheryl Slock

Date Submitted: 10/17/2007 Disposition Status: Approved

F((a)) - Data Data and A(Data a)) 40/04/0007

Effective Date Requested (Renewal): 12/01/2007 Effective Date (Renewal):

12/01/2007

#### **General Information**

Effective Date Requested (New): 12/01/2007

Project Name: Spectrum Status of Filing in Domicile: Pending

Project Number: FN.07.883.2007.26 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 10/18/2007

State Status Changed: 10/18/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Attached please find revised Form SS 41 12 12 07 Identity Recovery Coverage for Businessowners and Employees.

The purpose of this filing is to update our Identify Recovery Coverage on our Spectrum product as described in the

Explanatory Memorandum prepared by Jennifer Wilson.

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

### **Company and Contact**

#### **Filing Contact Information**

Marilu Gonzalez, Administrative Assistant

Hartford Plaza HO-2-19 (860) 547-3471 [Phone] Hartford, CT 06115 (860) 547-4849[FAX]

**Filing Company Information** 

Hartford Casualty Insurance Company CoCode: 29424 State of Domicile: Indiana Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0294398

-----

Hartford Underwriters Insurance Company CoCode: 30104 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1222527

-----

Twin City Fire Insurance Company CoCode: 29459 State of Domicile: Indiana Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0732738

-----

Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type:

690 Asylum Avenue

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0383750

-----

Hartford Accident and Indemnity Company CoCode: 22357 State of Domicile: Connecticut

690 Asylum Ave Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0383030

-----

Hartford Insurance Company of the Midwest CoCode: 37478 State of Domicile: Indiana

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1008026

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Property and Casualty Insurance Company of

Hartford

Hartford Plaza Group Code: 91 Company Type: Property

CoCode: 34690

State of Domicile: Indiana

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1276326

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First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Fire Insurance Company	\$50.00	10/17/2007	16161626
Hartford Casualty Insurance Company	\$0.00	10/17/2007	
Hartford Underwriters Insurance Company	\$0.00	10/17/2007	
Property and Casualty Insurance Company of	\$0.00	10/17/2007	
Hartford			
Hartford Insurance Company of the Midwest	\$0.00	10/17/2007	
Twin City Fire Insurance Company	\$0.00	10/17/2007	
Hartford Accident and Indemnity Company	\$0.00	10/17/2007	

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/18/2007	10/18/2007

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

### **Disposition**

Disposition Date: 10/18/2007

Effective Date (New): 12/01/2007 Effective Date (Renewal): 12/01/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing0.000%Overall Percentage Rate Impact For This Filing0.000%Effect of Rate Filing-Written Premium Change For This Program\$0Effect of Rate Filing - Number of Policyholders Affected0

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

Item Type Item Name Item Status Public Access

Yes

Supporting Document Uniform Transmittal Document-Property & Approved

Casualty

Supporting DocumentExplanatory MemorandumApprovedYes

Form Identity Recovery Coverage for Approved Yes

Businessowners and Employees

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

### **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	Identity Recovery	y SS 41 12		Endorseme Replaced	Replaced Form #:0.00	SS 41 12
	Coverage for	12 07		nt/Amendm	SS 41 12 09 05	Form.PDF
	Businessowners			ent/Conditi	Previous Filing #:	
	and Employees			ons	FN.07.883.2005.	
					12	



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# IDENTITY RECOVERY COVERAGE FOR BUSINESSOWNERS AND EMPLOYEES

# IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

This endorsement modifies insurance provided under the following:

#### SPECIAL PROPERTY COVERAGE FORM

**A.** The following is added to paragraph **5.** Additional Coverages (Section **A.** – Coverage):

#### **IDENTITY RECOVERY COVERAGE**

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

- 1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
- 2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
- 3. Such "identity theft" is reported to us as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

#### 1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

#### 2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

**B.** The following additional exclusions are added to Section **B.** – Exclusions and apply to this coverage:

#### **EXCLUSIONS**

We do not cover loss or expense arising from any of the following:

- **1.** Theft of a professional or business identity.
- 2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
- 3. Loss other than "identity recovery expenses".
- 4. An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the policy period for which this coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
- 5. An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
- **6.** An "identity theft" that is not reported in writing to the police.

#### C. LIMITS OF INSURANCE

- Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.
- 2. Expense Reimbursement coverage is subject to a limit of \$15,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.
  - a. Legal costs as provided under paragraph d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.
  - b. Lost Wages and Child and Elder Care Expenses as provided under paragraphs e. and f. of the definition of "identity recovery are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
  - c. Mental Health Counseling as provided under paragraph g. of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

#### D. DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

**E.** The following additional conditions are added to Section **F.** – Property General Conditions and apply to this coverage:

#### **CONDITIONS**

1. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-888-772-1798**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- **a.** Information and advice for how to respond to a possible "identity theft"; and
- **b.** Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identify theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identify theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

#### 2. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."

Page 2 of 4 Form SS 41 12 12 07

- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."
- **F.** With respect to the provisions of this endorsement only, the following definitions are added to Section **G.** Property Definitions:

#### **DEFINITIONS**

- "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for reestablishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- 2. "Identity Theft" means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.
  - "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
- 3. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."

c. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an "identity theft."

#### d. Legal Costs

Fees and expenses for an attorney approved by us for:

- (1) Defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
- (2) Removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."

#### e. Lost Wages

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily take away from work and away from the work premises. away from work includes partial or whole lost wages may work days. Actual include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during nonworking hours.

#### f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

#### g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

Form SS 41 12 12 07 Page 3 of 4

- **4.** "Identity Recovery Insured" means the following:
  - **a.** A full time employee of the entity insured under this policy; or
  - **b.** The owner of the entity insured under this policy who meets any of the following criteria:
    - (1) A sole proprietor of the insured entity;
    - (2) A partner in the insured entity; or
    - (3) An individual having an ownership position of 20% or more of the insured entity.

An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

All other provisions of this policy apply.

Page 4 of 4 Form SS 41 12 12 07

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

#### **Rate Information**

Rate data does NOT apply to filing.

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026466

Company Tracking Number: FN.07.883.2007.26

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Identity Recovery 2007

Project Name/Number: Spectrum/FN.07.883.2007.26

### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 10/18/2007

**Property & Casualty** 

Comments:

Attached is the Uniform Transmittal Document.

**Attachment:** PCTD1.pdf

**Review Status:** 

Satisfied -Name: Explanatory Memorandum Approved 10/18/2007

**Comments:** 

Attached is the Explanatory Memorandum.

Attachment:

Form Explanatory\_IDR 2007\_CW.pdf

Effective March 1, 2007 ARKANSAS

# **Property & Casualty Transmittal Document**

1. Reserved for Insurance Dept. Use Only				2. Insurance Department Use only					
				a.	Da	ite the filing is	s received:		
				b.	An	alyst:			
				c.	Dis	sposition:			
				d.	Da	ite of disposit	tion of the fi	ling	<b>j</b> :
				e.		ective date o			
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				f.		ate Filing #:			
				g.		RFF Filing #			
				h.		bject Codes			
	In								
3.	Group Name								Group NAIC #
	Hartford Financial Services Group								00914
4.	Company Name(s)		Dom	icile		AIC#	FEIN#		State #
	Hartford Fire Ins. Co.			ecticut		914-19682	06-03837		
	Hartford Accident & Indemnity Co.			ecticut		914-22357	06-038303		
	Hartford Casualty Ins.Co.		India			914-29424	06-029439		
	Hartford Underwriters Ins. Co.			ecticut	_	914-30104	06-122252		
	Twin City Fire Ins.Co.		India		_	914-29459	06-073273		
	Hartford Ins. Co. of the Midwest		India	na	00	914-37478	06-100802	26 	
	Property & Casualty Ins. Co. of Hartford	d	India	12	00	914-34690	06-127632	26	
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6.	Name and address Cheryl Slock Hartford Plaza, Hartford, CT 06115		<b>Tel</b> 6	<b>ephone</b> :	#s				
6. 7.	Name and address Cheryl Slock Hartford Plaza, Hartford, CT 06115 Signature of authorized filer		<b>Tel</b> 6	ephone :	#s	FA)			eryl.Slock
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# **Property & Casualty Transmittal Document—**

20. This filing transmittal is part of Company Tracking # FN.07.883.2007.26
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
The purpose of this filing is to update our Identity Recovery Coverage on our Spectrum product.
22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #:
Amount:
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# EXPLANATORY MEMORANDUM – FORMS SPECTRUM POLICY - COUNTRYWIDE

#### **Purpose**

The purpose of this filing is to update our Identify Recovery Coverage on our Spectrum product.

#### **REVISED FORM**

1. Identity Recovery Coverage for Businessowners and Employees

Form SS 41 12 12 07

#### WITHDRAWN FORM

1. Identity Recovery Coverage for Businessowners

Form SS 41 12 09 05

# Identity Recovery Coverage for Businessowners and Employees SS 41 12 12 07

The title of the coverage has been revised to include employees to better reflect who is covered. A side by side outlining the coverage changes is provided below.

Page & Section	Change	Impact
1, Section B. Exclusions	Clarified section by adding "loss or expense arising from any of the following" to the lead-in sentence and revised each of the exclusions to coincide.	Clarification
1, Section B. Exclusions, 2.	Added "However, this exclusion shall not apply to the interests of an 'insured' who has no knowledge of or involvement in such fraud, dishonesty or criminal act."	Clarification
1, Section B. Exclusions, 4	Revise the exclusion to remove the limitation of identify theft by a relative	Broadening
2, Section C. Limits of Insurance, 2.b.	Added coverage sub-limit for Lost Wage and Child and Elder Care Expenses and Mental Health Counseling.	Broadening
2, Section D. Deductible	Revised the deductible to \$250 from policy deductible.	None or Broadening.
2, Section E. Conditions, 1	Added provision clarifying that we may provide Case Management services at our expense prior to the determination that a covered loss has occurred. In doing so we are not admitting liability under the policy and reserve the right to deny further coverage if it is determined that a covered loss has not occurred.	Clarification
2, Section E. Conditions, 2.b.	Add provision that all services may not be available to all individuals due to minor or foreign national status, or if in Canada.	Clarification
3, Section F. Definitions, 2.	Expanded the definition of "identity theft" by removing the reference that unauthorized use of a credit card or bank account was not identity theft.	Broadening of Coverage
3, Section F. Definitions, 3.c.	Increased the number of credit reports from 6 to 12.	Broadening of Coverage



# EXPLANATORY MEMORANDUM – FORMS SPECTRUM POLICY - COUNTRYWIDE

3, Section F.	Revised to state that fees and expenses for an attorney	Broadening	of
Definitions, 3.d	approved not appointed by us.	Coverage	
3, Section F.	Added language to include Lost Wages, Child and Elder	Broadening	of
Definitions, e, f,	Care Expenses and Mental Health Counseling in the	Coverage	
g	definition of "Identity Recovery Expenses".		
4, Section F.	Added language to include full time employees as	Broadening	of
Definitions, 4.	"Identity Recovery Insureds"	Coverage	

*Impact:* This is an expansion of coverage. There is no rate or rule impact with this change.

Prepared By:

# Jennifer Wilson

### Jennifer Wilson

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